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Attorneys for Defendant

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA  
AT JUNEAU**

DONNA WERNER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	CASE NO. 1:18-cv-00018-TMB
	)	
HOLLAND AMERICA LINE, INC.	)	
	)	
Defendant.	)	<b>ANSWER TO COMPLAINT</b>
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Defendant, Holland America Line, Inc., ("HAL") by and through counsel, in answer to the plaintiff's Complaint states and alleges as follows:

1. HAL has insufficient information to admit or deny the allegations of paragraph 1 of the plaintiff's Complaint and therefore denies those allegations.
2. Admit that HAL conducts business in Juneau, Alaska. In all other respects, the allegations of paragraph 2 of the Complaint are denied.
3. Admit the allegations of paragraph 3 of the Complaint.
4. Admit the allegations of paragraph 4 of the Complaint.
5. Deny that this matter is properly heard in state Superior Court. Admit that venue in this matter is properly in federal court, and that plaintiff has alleged damages in excess of \$100,000. In all other respects, HAL has insufficient information to admit or deny the allegations of paragraph 5 of the Complaint and therefore denies the remaining allegations.

6. Deny the allegations of paragraph 6 of the Complaint.
7. Admit the allegations of paragraph 7 of the Complaint.
8. Admit the allegations of paragraph 8 of the Complaint.
9. HAL has insufficient information to admit or deny the allegations in paragraph 9 of the Complaint and therefore denies those allegations.
10. HAL admits plaintiff fell exiting the bus. HAL has insufficient information to admit or deny the remaining allegations in paragraph 10 of the Complaint and therefore denies those allegations
11. HAL has insufficient information to admit or deny the allegations in paragraph 11 of the Complaint and therefore denies those allegations.
12. HAL admits that plaintiff was seen by a physician on board the Noordam and prescribed medication. HAL has insufficient information to admit or deny the remaining allegations in paragraph 12 of the Complaint and therefore denies those allegations
13. HAL has insufficient information to admit or deny the allegations in paragraph 13 of the Complaint and therefore denies those allegations
14. HAL denies the allegations of paragraph 14 of the Complaint.
15. HAL denies the allegations of paragraph 15, including subparts a., b., c., d., and e of the Complaint.
16. HAL denies that it was negligent. HAL has insufficient information to admit or deny the remaining allegations in paragraph 16 of the Complaint and therefore denies those allegations.
17. HAL denies the allegations of paragraph 17 of the Complaint.

### **Affirmative Defenses**

### **First Defense**

Plaintiff failed to plead a cause of action for which relief can be granted.

### **Second Defense**

That pursuant to Section 15.(B)(i) of the Cruise Contract, the terms and conditions of which the plaintiff accepted and approved before booking passage during the relevant times stated in the Complaint, plaintiff agreed that this lawsuit would be filed and litigated in and before the United States District Court for the Western District of Washington at Seattle.

### **Third Defense**

Any recovery by the plaintiff may be barred or reduced by the plaintiff's own negligence, fault or carelessness, by failing to use reasonable and ordinary care to prevent injury to herself.

### **Fourth Defense**

Any recovery by the plaintiff may be barred or reduced by the negligence, fault or carelessness of others for whose conduct HAL is not responsible pursuant to AS 09.17.080.

### **Fifth Defense**

Plaintiff's damages, if any, are a result of conditions over which the defendant had no control.

### **Sixth Defense**

Plaintiffs' claim is barred by the statute of limitations agreed to by the plaintiff under the terms of the Cruise Contract accepted by plaintiff in consideration for passage on the Noordam at the times relevant to the Complaint.

HAL reserves the right to amend this Answer to add additional affirmative defenses after an opportunity for discovery.

WHEREFORE, having answered the plaintiff's Complaint, HAL requests the following

relief.

A. That plaintiff's claims against HAL be dismissed with prejudice and that plaintiff take nothing thereby;

B. For an award of costs, interests and attorney fees against the plaintiff; and,

C. For such other and further relief as the court finds just and reasonable.

Dated at Ketchikan, Alaska this 10<sup>th</sup> day of December 2018.

By: /s/ H. Clay Keene  
H. Clay Keene  
Alaska Bar No: 7610110

**Certificate of Service**

I hereby certify that on the **10th** day of **December 2018**,  
I electronically filed the foregoing document with  
the Clerk of the Court using the new case CM/ECF system,  
which will send notification of such filing to the following:

Timothy M. Twomey  
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By /s/ Jeanine Carraway  
Keene & Currall